**EXHIBIT B** 

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Attorneys for Plaintiff SHAKEY'S PIZZA ASIA VENTURES, INC.	
UNITED STATES	DISTRICT COURT
CENTRAL DISTRICT OF CALL	IFORNIA, WESTERN DIVISION
SHAKEY'S PIZZA ASIA	Case No. 2:24-cv-04546-SB(AGRx)
VENTURES, INC, a Philippines corporation,	Hon. Stanley Blumenfeld, Jr.
Plaintiff,	PLAINTIFF SHAKEY'S PIZZA ASIA VENTURES, INC.'S INITIAI
	DISCLOSURES PURSUANT TO FEDERAL RULE OF CIVIL
liability company; PCI TRADING	PROCEDURE 26(A)(1)
company; GUY KOREN, an individual;	Action Filed: May 31, 2024
a California limited liability company;	Trial Date: August 4, 2025
California limited liability company; J	
limited liability company: I&K	
limited liability company; J&K	
limited liability company; J & K	
ONTARIO, LLC, a California limited liability company; HLK MILPITAS,	
company; GK CERRITOS, LLC, a	
J&K PC TRUCKS, LLC, a California	
Ilmited liability company; and GK CAPITAL GROUP, LLC, a California	
limited liability company,	
Defendants.	
	mmurphy@ecjlaw.com Kenneth P. Hsu (SBN 306326) khsu@ecjlaw.com ERVIN COHEN & JESSUP LLP 9401 Wilshire Boulevard, Twelfth Floor Beverly Hills, California 90212-2974 Telephone: (310) 273-6333 Facsimile: (310) 859-2325  Attorneys for Plaintiff SHAKEY'S PIZZA ASIA VENTURES, INC.  UNITED STATES  CENTRAL DISTRICT OF CALI  SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,  Plaintiff, v.  PCJV USA, LLC, a Delaware limited liability company; PCI TRADING , LLC, a Delaware limited liability company; GUY KOREN, an individual; POTATO CORNER LA GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP, LLC, a California limited liability company; J & K AMERICANA, LLC, a California limited liability company; J&K LAKEWOOD, LLC, a California limited liability company; J & K ONTARIO, LLC, a California limited liability company; J & K ONTARIO, LLC, a California limited liability company; HLK MILPITAS, LLC, a California, limited liability company; GK CERRITOS, LLC, a California, limited liability company; GK CERRITOS, LLC, a California, limited liability company; GK CERRITOS, LLC, a California, limited liability company; J&K PC TRUCKS, LLC, a California limited liability company; J&K CAPITAL GROUP, LLC, a California limited liability company; J&K CAPITAL GROUP, LLC, a California limited liability company; J&K CAPITAL GROUP, LLC, a California limited liability company; J&K CAPITAL GROUP, LLC, a California limited liability company; J&K CAPITAL GROUP, LLC, a California limited liability company; J&C CAPITAL GROUP, LLC, a California limited liability company; J&C CAPITAL GROUP, LLC, a California limited liability company;

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Pursuant to Federal Rule of Civil Procedure 26(a)(1) ("Rule 26(a)(1)"), Plaintiff Shakey's Pizza Asia Ventures, Inc. ("SPAVI") hereby provides the following initial disclosures. These disclosures are based on allegations set forth in SPAVI's operative First Amended Complaint (Dkt. 65) and on information reasonably and presently available to SPAVI. SPAVI expressly reserves the right to supplement these disclosures.

By making these disclosures, SPAVI does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this action. SPAVI expressly reserves all rights to object to the production of any information below, including on the grounds that such information is protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or other applicable privileges. SPAVI also reserves the right to object to the admissibility of any of the information below.

## INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION

Based on information reasonably available to SPAVI at this time, SPAVI identifies the following individuals who are likely to have discoverable information that it may use – other than solely for impeachment – to support its causes of action in this action. SPAVI expressly reserves the right to identify additional individuals after discovery commences.

NAME	ADDRESS/PHONE	SUBJECT(S)
Guy Koren	Contact through Defendants' counsel	Defendants' access to, use of, and/or claims of ownership to the "Potato Corner Intellectual Property," as defined in the operative Complaint (Dkt. 65); actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of,

NAME	ADDRESS/PHONE	SUBJECT(S)
		and/or claims of ownership to the
		Potato Corner Intellectual Property;
		Defendants' communications and
		dealings with the prior licensor of
		the Potato Corner Intellectual
		Property, as well as representatives
		of the prior 60% owner, Potato
		Corner International, Inc., including
		prior litigation and the settlement
		thereof; Defendants'
		communications and dealings with
		SPAVI; franchisor-franchisee
		dealings, licensor-licensee dealings
		and/or licensee-sublicensee dealing
		between and among Defendants,
		including franchise agreements;
		Defendants' revenue, earnings, and
		profits arising from their use of the
		Potato Corner Intellectual Property:
		consumer confusion arising from
		Defendants' use of Potato Corner
		Intellectual Property; operations,
		policies, practices, relationships, as
		well as any intellectual property
		used, owned, licensed by any of the
		Defendants; policies, practices,
		statements, representations, and
		facts as contained in any of PCJV's
		Franchise Disclosure Documents;
		existence, communication of, and
		compliance with obligations of
		confidentiality, and the secrecy and
		proprietary nature of Potato Corner
		Intellectual Property; any and all
		confidential, proprietary, trade
		secret, and or "know how" owned,
		used, disclosed, received, by any
		party to this litigation; any other
		facts relevant to any of SPAVI's

1	NIA NATO	A DDDEGG/DHONE	GLID LE CEC(G)
	NAME	ADDRESS/PHONE	SUBJECT(S)
2			claims or Defendants' defenses;
3			Koren's role, activities, communications and any other act
4			related to the "Potato Corner"
5			brand, PCJV, PCI Trading, LLC,
			Cinco Corporation, Potato Corner
6			International, SPAVI, and any of
7			their officers, directors, managers,
8			agents and/or contractors; willfulness and intent
			willumess and intent
9	Amir Iosoby	Can be made and	Defendants' access to use of
10	Amir Jacoby	Can be reached through counsel:	Defendants' access to, use of, and/or claims of ownership to the
11		Jim Cooper	Potato Corner Intellectual Property;
12		Levinson Arshonsky	actual, purported, proposed,
		& Kurtz LLP	negotiated, drafted, amended,
13		15303, Ventura	abandoned, terminated, or ongoing
14		Boulevard, Suite 1650 Sherman Oaks, CA,	agreements (whether written, verbal, or implied) governing
15		91403	Defendants' access to, use of,
16		71103	and/or claims of ownership to the
			Potato Corner Intellectual Property;
17			Defendants' communications and
18			dealings with the prior licensor of
19			the Potato Corner Intellectual Property, including prior litigation
20			and the settlement thereof;
			operations, policies, practices,
21			relationships, as well as any
22			intellectual property used, owned,
23			licensed by any of the Defendants;
			policies, practices, statements, representations, and facts as
24			contained in any of PCJV's
25			Franchise Disclosure Documents;
26			existence, communication of, and
27			compliance with obligations of
			confidentiality, and the secrecy and
28			proprietary nature of Potato Corner
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2	2 (2 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		Intellectual Property; any and all
3			confidential, proprietary, trade
			secret, and or "know how" owned,
4			used, disclosed, received, by any
5			party to this litigation, any other
6			facts relevant to any of Defendants' defenses or claims; Jacoby's role,
7			activities, communications and any
			other act related to the "Potato
8			Corner" brand, PCJV, PCI Trading,
9			LLC, Cinco Corporation, Potato Corner International, SPAVI, and
10			any of their officers, directors,
11			managers, agents and/or
12			contractors; willfulness and intent
13	Inbal Jacoby	Can be reached through counsel:	Defendants' access to, use of, and/or claims of ownership to the
14		Jim Cooper	Potato Corner Intellectual Property;
15		Levinson Arshonsky	actual, purported, proposed,
16		& Kurtz LLP	negotiated, drafted, amended,
		15303, Ventura	abandoned, terminated, or ongoing
17		Boulevard, Suite 1650 Sherman Oaks, CA,	agreements (whether written, verbal, or implied) governing
18		91403	Defendants' access to, use of,
19			and/or claims of ownership to the
20			Potato Corner Intellectual Property;
21			Defendants' communications and dealings with the prior licensor of
			the Potato Corner Intellectual
22			Property, including prior litigation
23			and the settlement thereof;
24			operations, policies, practices,
25			relationships, as well as any intellectual property used, owned,
26			licensed by any of the Defendants;
			policies, practices, statements,
27			representations, and facts as
28			contained in any of PCJV's
	11472032 2	5	

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			Franchise Disclosure Documents;
3			existence, communication of, and
4			compliance with obligations of confidentiality, and the secrecy and
5			proprietary nature of Potato Corner
6			Intellectual Property; any and all confidential, proprietary, trade
7			secret, and or "know how" owned,
8			used, disclosed, received, by any party to this litigation, any other
9			facts relevant to any of Defendants'
10			defenses or claims; Jacoby's role,
11			activities, communications and any other act related to the "Potato
12			Corner" brand, PCJV, PCI Trading,
13			LLC, Cinco Corporation, Potato Corner International, SPAVI, and
14			any of their officers, directors,
15			managers, agents and/or contractors
16	Amit Nemanim	Contact information	Defendants' access to, use of,
17		unknown at this time	and/or claims of ownership to the Potato Corner Intellectual Property;
18			Defendants access to, use of, and
19			ownership of any other intellectual
			property; actual, purported, proposed, negotiated, drafted,
20			amended, abandoned, terminated, or
21			ongoing agreements (whether written, verbal, or implied)
22			governing Defendants' access to,
23			use of, and/or claims of ownership to the Potato Corner Intellectual
24			Property; Defendants'
25			communications and dealings with the prior licensor of the Potato
26			Corner Intellectual Property
27	Emily Comis	Contact info	Davanua anio 11 1
28	Emily Garcia	Contact information 6	Revenue enjoyed by and

NAME	ADDRESS/PHONE	SUBJECT(S)
		defenses or claims; witnesses' role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Christopher Passmore (formerly of Martini Apkovi Partners, LLP; now of Withum)	16830 Ventura Blvd # 501, Encino, CA 91436; (818) 789-1179	Revenue enjoyed by and Defendants' profits from use of Potato Corner Intellectual Property and damages; accounting treatment by PCJV and Defendants of Potato Corner Intellectual Property and documentation of rights; Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants access to, use of, and ownership of any other intellectual property; uses of Potato Corner Intellectual Property; of actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			commerce from the supplier
3			through each individual store; operations, policies, practices,
4			relationships, as well as any
5			intellectual property used, owned, licensed by any of the Defendants;
6			the operations, activities,
7			agreements of each Defendant;
8			policies, practices, statements, representations, and facts as
9			contained in any of PCJV's
10			Franchise Disclosure Documents, any and all confidential,
11			proprietary, trade secret, and or
12			"know how" owned, used,
13			disclosed, received, by any party to this litigation, any other facts
14			relevant to any of Defendants'
15			defenses or claims; witnesses' role, activities, communications and any
			other act related to the "Potato
16			Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato
17			Corner International, SPAVI, and
18			any of their officers, directors,
19			managers, agents and/or contractors; willfulness and intent
20			
21	Fed. R. Civ. Proc.	16830 Ventura Blvd #	Revenue enjoyed by and
22	30(b)(6) Person Most Knowledgeable of	501, Encino, CA 91436; (818) 789-	Defendants' profits from use of Potato Corner Intellectual Property
23	Martini Apkovi	1179	and damages; accounting treatment
24	Partners, LLP		by PCJV and Defendants of Potato Corner Intellectual Property and
25			documentation of rights;
26			Defendants' access to, use of, and/or claims of ownership to the
27			Potato Corner Intellectual Property;
28			Defendants access to, use of, and
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NAME	ADDRESS/PHONE	SUBJECT(S)
		ownership of any other intellectual
		property; uses of Potato Corner
		Intellectual Property; of actual,
		purported, proposed, negotiated,
		drafted, amended, abandoned,
		terminated, or ongoing agreements
		(whether written, verbal, or
		implied) governing Defendants'
		access to, use of, and/or claims of
		ownership to the Potato Corner
		Intellectual Property; Defendants'
		communications and dealings with
		the prior licensor of the Potato
		Corner Intellectual Property,
		including prior litigation and the
		settlement thereof; seasonings
		purchased by any of the Defendants
		at any point in the stream of
		commerce from the supplier
		through each individual store;
		operations, policies, practices,
		relationships, as well as any
		intellectual property used, owned, licensed by any of the Defendants;
		the operations, activities,
		agreements of each Defendant;
		policies, practices, statements,
		representations, and facts as
		contained in any of PCJV's
		Franchise Disclosure Documents,
		any and all confidential,
		proprietary, trade secret, and or
		"know how" owned, used,
		disclosed, received, by any party to
		this litigation, any other facts
		relevant to any of Defendants'
		defenses or claims; witnesses' role,
		activities, communications and any
		other act related to the "Potato

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			Corner" brand, PCJV, PCI Trading,
3			LLC, Cinco Corporation, Potato Corner International, SPAVI, and
4			any of their officers, directors,
5			managers, agents and/or contractors; willfulness and intent
6			, , , , , , , , , , , , , , , , , , ,
7	Unidentified	Presently	Revenue enjoyed by and
8	accounting professionals hired by	undetermined and/or unknown	Defendants' profits from use of Potato Corner Intellectual Property
9	PCJV USA, LLC after	ulikilowii	and damages; accounting treatment
10	Passmore ceased to		by PCJV and Defendants of Potato
11	perform accounting (sometime after 2018)		Corner Intellectual Property and documentation of rights;
	and for each of the		Defendants' access to, use of,
12	Defendants		and/or claims of ownership to the
13			Potato Corner Intellectual Property;
14			Defendants access to, use of, and ownership of any other intellectual
15			property; uses of Potato Corner
16			Intellectual Property; of actual,
17			purported, proposed, negotiated, drafted, amended, abandoned,
			terminated, or ongoing agreements
18			(whether written, verbal, or
19			implied) governing Defendants'
20			access to, use of, and/or claims of ownership to the Potato Corner
21			Intellectual Property; Defendants'
22			communications and dealings with
23			the prior licensor of the Potato Corner Intellectual Property,
24			including prior litigation and the
			settlement thereof; seasonings
25			purchased by any of the Defendants
26			at any point in the stream of commerce from the supplier
27			through each individual store;
28			operations, policies, practices,
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			relationships, as well as any
3			intellectual property used, owned,
4			licensed by any of the Defendants; the operations, activities,
5			agreements of each Defendant;
6			policies, practices, statements,
			representations, and facts as contained in any of PCJV's
7			Franchise Disclosure Documents,
8			any and all confidential,
9			proprietary, trade secret, and or "know how" owned, used,
10			disclosed, received, by any party to
11			this litigation, any other facts
12			relevant to any of Defendants' defenses or claims; witnesses' role,
13			activities, communications and any
			other act related to the "Potato
14			Corner" brand, PCJV, PCI Trading,
15			LLC, Cinco Corporation, Potato Corner International, SPAVI, and
16			any of their officers, directors,
17			managers, agents and/or
18			contractors; willfulness and intent
19	Alon Koren	(310) 409-6662; on	Defendants' access to and use of the
20		information and	Potato Corner Intellectual Property;
21		belief, Defendants' counsel is in	actual, purported, proposed, negotiated, drafted, amended,
22		possession of other	abandoned, terminated, or ongoing
		relevant contact	agreements (whether written,
23		information	verbal, or implied) governing Defendants' access to, use of,
24			and/or claims of ownership to the
25			Potato Corner Intellectual Property;
26			Defendants' communications and dealings with the prior licensor of
27			the Potato Corner Intellectual
28			Property, including prior litigation
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	NAME	ADDRESS/PHONE	SUBJECT(S)
2			and the settlement thereof;
,∥			Defendants' communications and
ιII			dealings with the prior licensor of the Potato Corner Intellectual
<u>,   </u>			Property, including prior litigation
			and the settlement thereof;
			seasonings purchased by any of the
'			Defendants at any point in the
$\  \ $			stream of commerce from the supplier through each individual
$\ $			store; operations, policies, practices
			relationships, as well as any
			intellectual property used, owned,
			licensed by any of the Defendants;
			the operations, activities, agreements of each Defendant;
			policies, practices, statements,
Ш			representations, and facts as
١II			contained in any of PCJV's
;			Franchise Disclosure Documents,
			any and all confidential,
			proprietary, trade secret, and or "know how" owned, used,
			disclosed, received, by any party to
			this litigation, any other facts
			relevant to any of Defendants'
			defenses or claims; witnesses' role,
			activities, communications and any other act related to the "Potato
			Corner" brand, PCJV, PCI Trading,
			LLC, Cinco Corporation, Potato
			Corner International, SPAVI, and
			any of their officers, directors,
			managers, agents and/or
			contractors; willfulness and intent
	Erlinda Bartholome	Contact information	Defendants' access to, use of,
		unknown at this time	and/or claims of ownership to the
			Potato Corner Intellectual Property;
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			actual, purported, proposed,
3			negotiated, drafted, amended,
			abandoned, terminated, or ongoing
4			agreements (whether written, verbal, or implied) governing
5			Defendants' access to, use of,
6			and/or claims of ownership to the
7			Potato Corner Intellectual Property;
			Defendants' communications and
8			dealings with the prior licensor of
9			the Potato Corner Intellectual Property, including prior litigation
10			and the settlement thereof;
11			Bartolome's role, activities,
12			communications and any other act
			related to the "Potato Corner"
13			brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner
14			International, SPAVI, and any of
15			their officers, directors, managers,
16			agents and/or contractors;
			operations, policies, practices,
17			relationships, as well as any intellectual property used, owned,
18			licensed by any of the Defendants;
19			policies, practices, statements,
20			representations, and facts as
			contained in any of PCJV's
21			Franchise Disclosure Documents; existence, communication of, and
22			compliance with obligations of
23			confidentiality, and the secrecy and
24			proprietary nature of Potato Corner
			Intellectual Property; willfulness and intent
25			and mich
26	Jose Arnold T. Alvero	Contact through	Defendants' communications and
27		SPAVI's counsel	dealings with the prior licensor of
28			the Potato Corner Intellectual
	11472032.2	14	

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			Property, including prior litigation
3			and the settlement thereof;
4			Defendants' communications and dealings with the prior licensor of
5			the Potato Corner Intellectual
6			Property, including prior litigation
7			and the settlement thereof; Defendants' communications and
			dealings with SPAVI; franchisor-
8			franchisee dealings, licensor-
9			licensee dealings, and/or licensee- sublicensee dealings between and
10			among Defendants, including
11			franchise agreements; Defendants' false designation of origin arising
12			from their use of Potato Corner
13			Intellectual Property; acquisition of
14			the "Potato Corner" brand from the prior owner, and SPAVI's
15			ownership of the intellectual
16			property at issue and claimed by
17			any party to this action
18	Vicente Gregorio	Contact through	Defendants' communications and
		SPAVI's counsel	dealings with the prior licensor of
19			the Potato Corner Intellectual Property, including prior litigation
20			and the settlement thereof;
21			Defendants' communications and
22			dealings with the prior licensor of the Potato Corner Intellectual
23			Property, including prior litigation
24			and the settlement thereof; Defendants' communications and
25			dealings with SPAVI; franchisor-
26			franchisee dealings, licensor-
27			licensee dealings, and/or licensee- sublicensee dealings between and
28			among Defendants, including
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			franchise agreements; Defendants'
3			false designation of origin arising from their use of Potato Corner
4			Intellectual Property; acquisition of
5			the "Potato Corner" brand from the prior owner, and SPAVI's
6			ownership of the intellectual
7			property at issue and claimed by any party to this action
8			3 1 3
9	Yiow Leong-Tan	Contact through SPAVI's counsel	Defendants' communications and
10		SFAVI S Counsel	dealings with SPAVI; franchisor- franchisee dealings, licensor-
11			licensee dealings, and/or licensee-
12			sublicensee dealings between and among Defendants, including
13			franchise agreements; Defendants'
14			false designation of origin arising from their use of Potato Corner
15			Intellectual Property
16	Jose P. Magsaysay, Jr.	Contact through	Defendants' access to, use of,
17	Jose 1. Magsaysay, vi.	SPAVI's counsel	and/or claims of ownership to the
18			Potato Corner Intellectual Property; actual, purported, proposed,
19			negotiated, drafted, amended,
20			abandoned, terminated, or ongoing agreements (whether written,
21			verbal, or implied) governing
22			Defendants' access to, use of, and/or claims of ownership to the
23			Potato Corner Intellectual Property;
24			operations, policies, practices, relationships, as well as any
25			intellectual property used, owned,
26			licensed by any of the Defendants;
27			secrecy and proprietary nature of Potato Corner Intellectual Property;
28			Defendants' communications and
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			dealings with the prior licensor of
3			the Potato Corner Intellectual
4			Property, including prior litigation and the settlement thereof;
5			Defendants' communications and
6			dealings with the prior licensor of the Potato Corner Intellectual
7			Property, including prior litigation
8			and the settlement thereof;
			Defendants' communications and dealings with SPAVI; franchisor-
9			franchisee dealings, licensor-
10			licensee dealings, and/or licensee- sublicensee dealings between and
11			among Defendants, including
12			franchise agreements; Defendants'
13			revenue, earnings, and profits arising from their use of the Potato
14			Corner Intellectual Property;
15			Defendants' false designation of origin arising from their use of
16			Potato Corner Intellectual Property;
17			acquisition of the "Potato Corner"
18			brand from the prior owner, and SPAVI's ownership of the
19			intellectual property at issue and
20			claimed by any party to this action
21	Hazel Sazon	Contact through	SPAVI's trade secrets, confidential
22		SPAVI's counsel	information, proprietary
23			information, included within the Potato Corner Intellectual Property;
24			Defendants' access to, use of,
25			and/or claims of ownership to SPAVI's trade secrets included
			within the Potato Corner
26			Intellectual Property; trade secrecy
27			of seasonings and other trade secrets, as well as confidentiality
28	11472032.2	17	

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2 3			within SPAVI and what information is confidential; willfulness and
4			intent
5	Mario Rosario L. Ybanez	Contact through SPAVI's counsel	The ownership and nature of the Potato Corner Intellectual Property;
6	Toanez	SI A VI S COURSE!	Defendants' false designation of
7 8			origin arising from their use of Potato Corner Intellectual Property;
9			SPAVI's contracts, agreements, policies, procedures governing any
10			of Potato Corner Intellectual Property and any other; acquisition
11			of Potato Corner from the prior
12			owner, and SPAVI's ownership of the intellectual property at issue and
13			claimed by any party to this action; SPAVI's trade secrets, confidential
14 15			information, proprietary information, included within the
16			Potato Corner Intellectual Property;
17			Defendants' access to, use of, and/or claims of ownership to
18			SPAVI's trade secrets included within the Potato Corner
19			Intellectual Property
20 21	Myrose A. Victor	Contact through	Defendants' access to, use of,
22		SPAVI's counsel	and/or claims of ownership to the Potato Corner Intellectual Property;
23			actual, purported, proposed, negotiated, drafted, amended,
24			abandoned, terminated, or ongoing agreements (whether written,
25			verbal, or implied) governing
26 27			Defendants' access to, use of, and/or claims of ownership to the
28			Potato Corner Intellectual Property; Defendants' communications and
-	11472032.2	18	

1	NAME	ADDRESS/PHONE	SUBJECT(S)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	NAME	ADDRESS/PHONE	dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; acquisition of Potato Corner from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action, SPAVI's trade secrets, confidential information, proprietary information, included within the
19 20 21 22			Potato Corner Intellectual Property; Defendants' access to, use of, and/or claims of ownership to SPAVI's trade secrets included within the Potato Corner Intellectual Property
23   24   25   26   27   28	Jorge Q. Ma. Concepcion	Contact through SPAVI's counsel	United States operations of SPAVI and/or subsidiaries from January 1, 2025 through the present; the operations and actions of PCJV's franchisees and SPAVI's licensees during the same; Defendants' access to, use of, and/or claims of

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			ownership to the Potato Corner
3			Intellectual Property; Defendants'
4			and third party franchisees' communications and dealings with
5			SPAVI; franchisor-franchisee
			dealings, licensor-licensee dealings,
6			and/or licensee-sublicensee dealings between and among Defendants,
7			including franchise agreements;
8			Defendants' revenue, earnings, and
9			profits arising from their use of the
10			Potato Corner Intellectual Property; consumer confusion arising from
11			Defendants' use of Potato Corner
12			Intellectual Property; SPAVI's trade
			secrets, confidential information, proprietary information, included
13			within the Potato Corner
14			Intellectual Property
15	Dragantly unidentified	On information and	Defendants' access to use of
16	Presently unidentified individuals who are	belief, contact through	Defendants' access to, use of, and/or claims of ownership to the
17	employed by, officers	Defendants' counsel	Potato Corner Intellectual Property;
18	or directors of,		actual, purported, proposed,
19	investors in, or who have privity of any		negotiated, drafted, amended, abandoned, terminated, or ongoing
20	kind with any of the		agreements (whether written,
	named Defendants		verbal, or implied) governing
21			Defendants' access to, use of, and/or claims of ownership to the
22			Potato Corner Intellectual Property;
23			Defendants' communications and
24			dealings with the prior licensor of the Potato Corner Intellectual
25			Property, including prior litigation
26			and the settlement thereof;
27			Defendants' communications and
28			dealings with SPAVI; franchisor- franchisee dealings, licensor-
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NAME	ADDRESS/PHONE	SUBJECT(S)
NAME	ADDRESS/PHONE	licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants' defenses or claims; Koren's role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato
		Corner International, SPAVI, and any of their officers, directors, managers, agents and/or
		contractors; willfulness and intent
Frank Shaikh	On information and	Defendants' access to, use of,

NAME	ADDRESS/PHONE	SUBJECT(S)
	counsel is in possession of relevant contact information	Potato Corner Intellectual Property franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants and/or third party franchisees, including franchise agreements; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; willfulness and intent
Malik Hussain	On information and belief, Defendants' counsel is in possession of relevant contact information	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; operations, policies, practices, relationships, as well as any intellectual property used, owned,

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			licensed by any of the Defendants;
3			policies, practices, statements,
4			representations, and facts as contained in any of PCJV's
5			Franchise Disclosure Documents;
6			existence, communication of, and
7			compliance with obligations of confidentiality, and the secrecy and
			proprietary nature of Potato Corner
8			Intellectual Property; Defendants' revenue, earnings, and profits
9			arising from their use of the Potato
10			Corner Intellectual Property;
11			consumer confusion arising from Defendants' use of Potato Corner
12			Intellectual Property; existence,
13			communication of, and compliance
14			with obligations of confidentiality, and the secrecy and proprietary
15			nature of Potato Corner Intellectual
16			Property; willfulness and intent
17	Presently unidentified	Presently	Defendants' access to, use of,
18	individuals that are	undetermined and/or	and/or claims of ownership to the
	employed by, officers	unknown	Potato Corner Intellectual Property;
19	or directors of, investors in, or who		franchisor-franchisee dealings, licensor-licensee dealings, and/or
20	have privity of any		licensee-sublicensee dealings
21	kind with any of the		between and among Defendants,
22	"Potato Corner" stores not owned or operated		including franchise agreements; Defendants' revenue, earnings, and
23	by any of the named		profits arising from their use of the
24	Defendants		Potato Corner Intellectual Property; consumer confusion arising from
25			Defendants' use of Potato Corner
26			Intellectual Property; existence,
27			communication of, and compliance with obligations of confidentiality,
28			and the secrecy and proprietary
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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2	THEFT		nature of Potato Corner Intellectual
3			Property; operations, policies,
4			practices, relationships, as well as any intellectual property used,
5			owned, licensed by any of the
6			Defendants; policies, practices,
7			statements, representations, and facts as contained in any of PCJV's
			Franchise Disclosure Documents;
8			existence, communication of, and compliance with obligations of
9			confidentiality, and the secrecy and
10			proprietary nature of Potato Corner
11			Intellectual Property; willfulness and intent
12			
13	Presently unidentified	Presently	Defendants' access to, use of,
14	individuals that are employed by officers	undetermined and/or unknown	and/or claims of ownership to the Potato Corner Intellectual Property;
15	or directors of,		franchisor-franchisee dealings,
16	investors in, or who have privity of any		licensor-licensee dealings, and/or licensee-sublicensee dealings
17	kind with any Bunzl		between and among Defendants,
18	Public Limited		including franchise agreements;
19	Company		Defendants' revenue, earnings, and profits arising from their use of the
20			Potato Corner Intellectual Property
21	D	D	D. C. 1
22	Presently unidentified employees, vendors,	Presently undetermined and/or	Defendants' access to, use of, and/or claims of ownership to the
23	and third parties that	unknown	Potato Corner Intellectual Property;
	which have engaged in marketing of the		the scope of Defendants' use of Potato Corner Intellectual Property;
24	"Potato Corner" brand		injury and damages and the need for
25	through campaigns,		injunctive relief; willfulness and
26	media sponsorships		intent
27	Suppliers of SPAVI	Presently	Consumer confusion;
28	11472022.2	24	,

	NAME	ADDRESS/PHONE	SUBJECT(S)
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	that SPAVI is obligated to not disclose publicly, and presently unidentified employees and suppliers and vendors of Defendants, particularly with regards to seasonings	undetermined and/or unknown or can be reached though SPAVI's counsel of record	misappropriation of trade secrets, reverse engineering of seasonings, and disclosure of trade secrets and confidential information; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property
	Presently unidentified customers of franchisees and affiliate owned stores of PCJV	Presently undetermined and/or unknown	Consumer confusion; misappropriation of trade secrets

In addition, SPAVI anticipates that other presently unknown individuals may have discoverable information that SPAVI may use to support its causes of action. SPAVI also identifies any individual(s) identified in the Rule 26(a)(1) initial disclosures of any of the named Defendants and expert witnesses to be disclosed at a later time and date in accordance with Federal Rule of Civil Procedure 26(a)(2). SPAVI's investigation is ongoing.

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#### II. **DOCUMENTS AND TANGIBLE THINGS**

Subject to the attorney-client privilege, the attorney work product doctrine, and other applicable privileges, SPAVI identifies the following categories of documents, electronically stored information, and tangible things presently in its possession, custody, or control that it may use to support its causes of action. To the extent these documents contain non-public, confidential, or proprietary information, they will be produced only upon entry of an appropriate protective order governing discovery in this matter:

- Documents relating to intellectual property comprising the Potato Corner brand, as defined in the operative First Amended Complaint (Dkt. 65) (the "Potato Corner Intellectual Property"), including documents showing SPAVI's ownership of the Potato Corner brand, trademark registration documents filed with the U.S. Patent and Trademark Office, documents evidencing SPAVI's trade secrets included within the Potato Corner Intellectual Property, protectability of any of the Potato Corner Intellectual Property (including the maintenance of secrecy of any confidential, proprietary, and/or trade secret information); the value to SPAVI arising out of any of the Potato Corner Intellectual Property; and more;
- Documents evidencing Defendants' continued use of the Potato Corner Intellectual Property, including documents used or created by Defendants containing the Potato Corner Intellectual Property, photographs of Potato Corner outlets owned and/or operated by Defendants, and more;
- Correspondence between SPAVI and Defendants, including the notice of termination of any license of the Potato Corner Intellectual Property sent on May 31, 2024;
- Correspondence between SPAVI and franchisees of the Potato Corner not owned or operated by Koren or the Koren Affiliates, including correspondence relating to SPAVI's termination of any license of the Potato Corner Intellectual Property sent after May 31, 2024;

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- Actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) between any of the Defendants, on the one hand, and any other person governing the ownership or use of Potato Corner Intellectual Property;
- Communications between, among, sent to, or received from, any of the Parties related to ownership or use of Potato Corner Intellectual Property; and
- Documents filed in support of and relating to the preliminary injunction entered in this action, including Defendants' compliance and non-compliance therewith (Dkt. 56).

SPAVI anticipates that there are additional, presently undetermined categories of documents relevant to the issues in this action that it may use to support its causes of action. SPAVI expressly reserves the right to supplement and/or amend its identification of such categories of documents after discovery commences.

#### III. **DAMAGES**

SPAVI is not in a position to calculate a precise computation of damages or identify categories of documents in support of its damages calculations at this early, pre-discovery stage. Nonetheless, SPAVI identifies the following categories of damages that it intends to seek in this action:

- SPAVI's actual damages, including but not limited to lost profits, 1. reputation harm, damages arising from any diminution of the value of the Potato Corner Intellectual Property, and damages pursuant to 15 U.S.C. Sections 1114, 1117, and 1125, which SPAVI may request that the Court treble under those statutes;
- 2. Damages in an amount of the reasonable value of royalties incurred during the operation of SPAVI's terminable at will, fully revocable license of the Potato Corner Intellectual Property;
- 3. The named Defendants' profits in an amount that will be calculated once Defendants provide SPAVI with the requested documents demonstrating the

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1	same, including pursuant to 15 U.S.C. Section 1117(b) and 1125, which SPAVI may			
2	request that the Court treble under those statutes;			
3	4. SPAVI's attorneys' fees and costs incurred in this action, pursuant to			
4	15 U.S.C. Section 1117(a);			
5	5. Punitive damages in an amount to be determined at trial;			
6	6. Corrective advertising in an amount sufficient to address the confusion,			
7	reputational harm, and other injuries to SPAVI and the Potato Corner brand			
8	resulting from Defendants' conduct; and			
9	7. Pre- and post-judgment interest.			
10	SPAVI also seeks injunctive relief, equitable relief, and a declaratory			
11	judgment as described in its Prayer for Relief in its operative First Amended			
12	Complaint (Dkt. 65). SPAVI expressly reserves the right to supplement and/or			
13	amend its identification and computation of damages after discovery commences.			
14	IV. <u>INSURANCE</u>			
15	SPAVI is not presently aware of any applicable insurance agreement			
16	applicable to this action.			

DATED: February 14, 2025 ERVIN COHEN & JESSUP LLP

Michael D. Murphy

Kenneth P. Hsu

By: /s/ Michael D. Murphy

Michael D. Murphy

Attorneys for Plaintiff SHAKEY'S PIZZA

ASIA VENTURES, INC.

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# PROOF OF SERVICE

2:24-cv-04546-SB(AGRx)

### STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of . My business address is 9401 Wilshire Boulevard, Twelfth Floor, Beverly Hills, CA 90212-2974.

On February 14, 2025, I served true copies of the following document(s) described as **PLAINTIFF SHAKEY'S PIZZA ASIA VENTURES, INC.'S INITIAL DISCLOSURES PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(A)(1)** on the interested parties in this action as follows:

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Arash Beral, Esq.

Attorneys for Defendants

Todd M. Malynn, Esq. Victor Sandoval, Esq. BLANK ROME LLP

2029 Century Park East, 6th Floor Los Angeles, California 90067

Telephone: (424) 239-3400 Facsimile: (424) 239-3434

Email: Arash.beral@blankrome.com

Todd.malynn@blankrome.com Victor.sandoval@blankrome.com

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**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address khsu@ecjlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

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Executed on February 14, 2025, at Beverly Hills, California.

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/s/ Kenneth P. Hsu Kenneth P. Hsu

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